

LEASE AGREEMENT
BETWEEN
AVIATION FACILITIES CORPORATION
AND
MONTGOMERY COUNTY, MARYLAND
DATED 9/27/93

TABLE OF CONTENTS

Paragraph

1. Premises
2. Term
3. Initial Payment
4. Rent
5. Consumer Price Adjustment
6. Passthroughs of Utilities, Insurance, Taxes and Tax Equivalency
7. Manner of Payment
8. Capital Improvements to be Made by Tenant
9. Use of Hangar
10. Repairs and Improvements
11. Heating, Air Conditioning and Ventilating Devices
12. Tenant to Keep Hangar and Premises Clean and Safe
13. Use of Hangar Doors
14. Risk of Loss: Insurance
15. Vacation for Periodic Repairs, Replacement and Improvements
16. Right of Inspection
17. Reletting and Relocation
18. Damages to Premises, Hangar and Contents
19. Snow Removal and Grounds Maintenance
20. Premises to be kept Clear, Clean and Locked
21. Surrender
22. Holding Over
23. Repair, Alteration and Addition to Premises
24. Signs and Other Exterior Decoration or Fixtures
25. Subordination, Attornment and Estoppel
26. Rules and Regulations
27. Informational Filings
28. Assignment and Subletting by Tenant
29. Assignment or Transfer by Landlord
30. Attornment
31. Closing of Airpark; Eminent Domain
32. Nonwaiver
33. Default by Tenant
34. Default by Landlord
35. Time of Essence
36. Waiver of Jury Trial; Venue
37. Disputes
38. Severability
39. Gender and Number
40. Governing Law
41. Execution
42. Non-Discrimination
43. Non-Appropriation
44. Public Employment
45. Mail Notice

EXHIBIT A Leased Premises

EXHIBIT B Basic Terms for Hangar Leases-Rates

HANGAR OCCUPANCY LEASE

Made as of the 27 day of June 1993 by and between Aviation Facilities Corporation (hereinafter referred to as "Landlord") a Maryland corporation, and Montgomery County, Maryland, a body corporate and politic (hereinafter referred to as the "Tenant").

WITNESSETH:

WHEREAS, the Landlord is the Leaseholder of that premises which include those T-Hanger rows designated "A" through "F" (the "Premises") at Montgomery County Airpark in Montgomery County, Maryland (the "Airpark") which is owned by the Montgomery County Revenue Authority (the "Authority") pursuant to a lease from Flight Resources, Inc. ("Flight Resources") and Freestate Aviation, Inc. ("Freestate") dated the 25th day of July, 1989 (the "AFC Lease") and has the right, subject to the terms and provisions thereof, to sublease individual hangars and other space therein; and

WHEREAS, the Tenant desires to lease from the Landlord a hangar as more fully described below:

NOW, THEREFORE, the following is hereby understood, covenanted and agreed:

1. PREMISES: Landlord does hereby lease and demise unto Tenant approximately 1,131 square feet of hangar space together with the means for an aircraft and personnel to ingress and egress the space. The property is known as T-Hangar A1 (the "Hangar"). The leased property is as outlined in red on Exhibit A attached hereto and made a part hereof.
2. TERM: The term shall be for 4 years and 11 months and the lease commencement date will be the date of the last party to sign this Lease.
3. INITIAL PAYMENT:
 - A. Upon execution of this Lease the Tenant shall pay to the Landlord a lump sum rental payment of Four Thousand (\$4,000.00) Dollars (the "Initial Payment"). The initial payment shall be in addition to and separate from all rent and other sums required to be paid by the Tenant pursuant to this Lease.
 - B. The Landlord recognizes that the Tenant is making this Initial Payment in order to enjoy the decreased monthly payment shown on the BASIC TERMS FOR HANGAR LEASES which is attached as Exhibit B. Although the Tenant is

only signing a Lease for 4 years and 11 months the Landlord agrees that the Tenant shall enjoy the reduced monthly rental payments as provided in Exhibit B by making this Initial Payment should the Landlord and Tenant enter into one or more subsequent leases for additional periods but not beyond July 31, 2010.

4. RENT:

- A. The monthly payment toward the annual rental shall be \$525.00. The rent for the first and last months shall be pro-rated if they are less than full months.
- B. The monthly payment toward the annual rent is payable on or before the first of each month. In the event that the rent due for a particular calendar month has not been paid by the tenth (10th) day of such month then there shall be due and payable from the Tenant to the Landlord with respect to each such month a late charge which shall be an amount equal to five (5%) percent of the monthly rental due and payable with respect to such month as the same may be from time to time adjusted in accordance with other provisions of this Lease.

5. CONSUMER PRICE ADJUSTMENT: Effective the first day of July of 1994 and the first day of each July thereafter during the term of this Lease and all extensions and renewals hereof the monthly base rent payable under this Lease shall be increased to reflect the increase, if any, in the cost of living, that is to say, that the increases pursuant to this paragraph shall be computed and applied to the monthly rental payable with respect to the month of July, 1994, and each successive month and shall be similarly computed each successive July and applied to the rent payable with respect to that July and each successive month thereafter until application of the next successive increase pursuant hereto. All such increases shall be determined with reference to the "Consumer Price Index For All Urban Consumers, 1982 - 1984 = 100 (CPI-U), Washington, D.C. - Md. - Va." as published by the Bureau of Labor Statistics of the United States Department of Labor (the "Index") and shall be computed in the following manner. The monthly rent payable in accordance with this paragraph shall be multiplied by a fraction, the denominator of which shall be one hundred forty-eight and one-half (148.5) which is agreed to represent the Index for the month of March, 1993, and the numerator of which shall be the Index for the month of March next preceding the particular July in which said adjustment shall be come effective. In no event, however, shall the monthly rent payable hereunder ever decrease and in the event that the Index for March of any particular year is less than the Index for the preceding March, then no adjustment shall be made the following July pursuant to this subparagraph. Furthermore, in no event shall any adjustment pursuant hereto ever result in the monthly rent payable

hereunder being increased by more than six (6%) percent per annum, unless such limitation is deemed by the Montgomery County Revenue Authority to be improper. In the event that the Bureau of Labor Statistics changes the base period for the computation of such statistics so that the same becomes no longer available with the period 1982 - 1984 = 100 as a base reference, a conversion factor shall be applied to take into account the change in the Index. In the event that the publication of the Index in its present form is discontinued, the adjustment specified in this subparagraph shall be made by reference to such statistics as may be recommended by a department or agency of the United States for such purpose, or absent such recommendation, in such manner as may be reasonably determined by the Landlord.

6. PASSTHROUGHS OF UTILITIES, INSURANCE, TAXES AND TAX EQUIVALENCY:

- A. With respect to each calendar year of this Lease, or any portion thereof during which this Lease is in effect, the Tenant shall pay to the Landlord, as additional rent due hereunder, the Tenant's proportionate share (as defined below) of the total actual costs of (1) all utility charges with respect to hangar rows "A" through "F" (unless the Hangar is separately metered for such utility with the charges being paid by the Tenant, in which event the Tenant shall promptly pay all charges with respect thereto); (2) that portion of real property taxes and real estate tax equivalency payments with respect to hangar rows "A" through "F" required to be paid by the Landlord pursuant to the AFC Lease or any renewal or extension thereof which exceeds the greater of (i) the total amount of such taxes and tax equivalency payments imposed upon or required to be paid by the Landlord in accordance with the first assessment thereof made after the completion of all renovations to be performed on hangar rows "A" through "F" or (ii) six thousand and no/100 (6,000.00) Dollars per hangar per annum, whether improved or unimproved;; (3) that portion of all insurance premiums which exceeds the greater of (i) all premiums with respect to insurance which the Landlord has in force on January 1, 1994, or (ii) Six Thousand and No/100 (\$6,000.00) Dollars; and (4) any assessment, fee or charge directly related to the operation of the Premises (excluding interest penalties, late charges, fines, and other similarly imposed assessment fees or charges), howsoever termed or described, imposed upon the Landlord by or with the approval of, the Montgomery County Revenue Authority or other taxing authority or regulatory or supervising entity. This provision shall not be deemed to be a submission by the Landlord or the Tenant to the imposition of any fee or charge not otherwise authorized or permitted, and shall not include any federal, state or local income

tax. The tenant shall not be required to pay any passthroughs with respect to real estate tax or real estate tax equivalency prior to the first assessment thereof made after the completion of renovation of the structure of which the Hangar is a part or with respect to insurance relating to coverages in force for periods prior to January 1, 1994, whichever shall last occur.

The Tenant's proportionate share of the foregoing passthroughs shall be the total amount of all such passthroughs divided by the total number of renovated hangars in hangar rows "A" through "F" on the Premises. Landlord shall provide Tenant with an annual statement of passthrough charges, including back-up documentation satisfactory to the Tenant. The Tenant shall, each month, with respect to each Hangar included within this Lease, pay to the Landlord one twelfth (1/12) of the Tenant's annualized proportionate share of all the aforesaid passthroughs. Said passthroughs payable by the Tenant to the Landlord hereunder shall be adjusted annually and notice of such adjustment shall be furnished by the Landlord to the Tenant by ordinary first class mail, including therewith, the aforesaid back-up documentation to support such passthrough adjustments. All said monthly payments for passthroughs shall be due and payable as additional rent, and be paid together with and in the same manner as rent, and the failure to pay the same shall constitute a failure to pay rent due hereunder. Reimbursement shall be made to the appropriate party at the time of the annual adjustment for all overpayment or underpayment of passthrough paid in advance.

- B. The Tenant shall pay to the Landlord as additional rent due hereunder Tenant's proportionate share of all charges for electric service and other utilities furnished to hangar rows "A" through "F", which sums shall be due and payable within 30 days after written notice, including copies of backup documentation which reflects the utility charge to Landlord. In lieu of making any separate determination and demand therefor, the Landlord may include utility service as one of the items of operating expenses to be paid under subparagraph (A) above and in no event will the Tenant be responsible if charged in both instances. No Hangar included within this Lease shall be equipped with a heating, air conditioning or ventilating device without the prior written approval of the Landlord and unless and until all utility service to such Hangar shall have been separately metered pursuant to paragraph 10 below, in which event all utility service so metered shall be either paid directly by the Tenant or the Tenant shall reimburse the Landlord therefore on a monthly basis,

as additional rent, without reduction or setoff to the other operating expenses otherwise payable by the Tenant to the Landlord hereunder. In the event that any of the hangars on the Premises are submetered or separately metered as to any utility the share of all charges with respect thereto to be paid by the Tenant shall be a fraction the numerator of which shall be one (1) and the denominator of which shall be the number of hangars in hangar rows "A" through "F" on the Premises which are not separately metered or submetered as to such utility, and such submetered or separately metered Premises shall not be responsible for any utilities but its own in accordance with such submeter or separate meter.

7. MANNER OF PAYMENT:

- A. The rent specified herein and all additions and adjustments thereto, and all other sums in any manner due from the Tenant to the Landlord with respect to the Hangar or this Lease, all of which shall constitute and be deemed to be rent payable hereunder, shall be due and payable at the time and in the manner herein specified without notice or demand, except as herein expressly required, and shall be timely paid without reduction, deduction or offset. In the event of a failure by the Tenant to timely pay any such sum, the Landlord shall have all rights hereinafter provided for the failure to pay rent. The Tenant's obligation to pay rent or any other sum due the Landlord shall be independent of any obligation of the Landlord to the Tenant. No acceptance by the Landlord of any sum less than the actual total amount due shall be deemed a waiver of the Landlord's right to the balance thereof notwithstanding any attempted limitation, restriction, waiver or release of any such right, whether by legend or endorsement on any check or otherwise. The payment of any rent or addition or adjustment thereto shall not be deemed a waiver by the Tenant of any right to contest any obligation with respect thereto or the computation thereof or any claim by the Tenant against the Landlord, and in the event that any dispute is not resolved amicably, either party hereto may seek a judicial determination thereof, and the Tenant may seek the recovery of any sum ultimately determined to have been improperly charged, together with interest, in an action for debt against the Landlord; provided, however, that in the case of any particular dispute the Landlord may elect to have the same submitted to mandatory binding arbitration pursuant to Subtitle 2 of Title 3 of the Courts and Judicial Proceedings Article of the Maryland Code by application of Paragraph 37 hereof.

- B. All payments of any sum required to be paid by the Tenant to the Landlord pursuant to this Lease shall be payable to "Aviation Facilities Corporation" which shall clearly denote thereon the identification of the Hangar as designated on the first page of this Lease, or such substitute designated as the Landlord may from time to time specify, and shall be mailed via first class mail, postage prepaid, to the following: Aviation Facilities Corporation, P. O. Box 237, Brookeville, Maryland 20833. The Landlord may from time to time, and any number of times, by notice, which may be given by ordinary first class mail, change the manner by which payments are to be made or identified by the Tenant or the place at which payments are to be made. The parties recognize and agree that payment through the use of the mail is the most practical and convenient means by which the Tenant may make any payment required hereunder.
- C. The Initial Payment required to be paid by the Tenant pursuant to paragraph 3 above shall not be a part of the rent to be paid by the Tenant pursuant to this paragraph 7 and no part of the Initial Payment shall be applied to any rent or other sum to be paid by the Tenant hereunder, nor shall any other sum paid or to be paid by the Tenant be applied to the Initial Payment.

8. CAPITAL IMPROVEMENTS TO BE MADE BY TENANT: The Tenant desires to make and the Landlord consents to the Tenant making the following improvements:

- A. The construction of an office area in the Hangar with dimensions of approximately 15 x 12 feet and the installation of a window to serve this office area.
- B. The installation of heat in the hangar and office area and air conditioning in the office area.
- C. The right to install, for security reasons, wood sheathing or some other secure membrane in that portion of the hangar presently separated from another hangar by clear plastic .
- D. Installation of insulation in the walls and possibly the ceiling of the hangar.
- E. Installation of a security alarm and security lighting in and about the hangar.

Tenant shall be responsible for the acquisition of any and all necessary permits and be responsible for the observance of all building and construction regulations. All work is to be performed in a professional manner.

Tenant will submit to Landlord plans and specifications clearly setting forth all work to be performed. Landlord shall respond within 45 days from receipt of plans and specifications with any comments or requests for reasonable modifications.

Tenant understands that heating and, or air conditioning the premises will require that these premises be separately metered with respect to the utility(s) used. The separate metering will be done at Tenant's expense.

9. USE OF HANGAR:

- A. The Hangar shall be used solely for the storage and maintenance of aircraft and the keeping of equipment and supplies related thereto, and for a small office. The Tenant shall not, without the prior written consent of the Landlord, conduct, or cause, suffer, or permit others to conduct, any commercial activity of any nature in the Hangar or on the Premises, nor shall the Tenant keep or store any goods, supplies, materials or equipment in the Hangar, except as may be incidental to the storage or maintenance of aircraft. The Tenant shall not, and shall not cause, permit or suffer any activity to be conducted in the Hangar which activity requires any certificate, license or permit, however termed, from any federal, state or local government relating to the conduct of such activity, or the performance of such activity in the Hangar, until and unless all such certificates, licenses, and permits have been obtained by the Tenant. It shall be solely the Tenant's obligation to verify that any such certificate, license or permit is obtainable and to obtain the same.
- B. In no event shall any bed, cot, or other sleeping accommodation be placed or kept in the Hangar and the Tenant shall not, and shall not permit or suffer any other person, to sleep in the Hangar. No animal of any nature, except seeing eye dogs, shall be kept or permitted to be in or about the Hangar and the Tenant shall not cause, permit, or suffer any animal to be present at the Hangar or the Premises except for such time as may be necessary to load or off-load an animal which is to be, or which has been, transported in an aircraft. In the event that any animal is brought to the Premises by the Tenant or by or through any guest, invitee or licensee of the Tenant, it shall be Tenant's nondelegable responsibility to cause any such animal to be under control and confined, leashed, or tethered

at all times and to immediately remove all refuse from any such animal. The Tenant shall not keep, or authorize, suffer or permit to be kept in the Hangar any fuel or other combustible matter other than that fuel contained solely within the fuel tanks of an aircraft or tug; provided, however, that there may be kept in the Hangar engine oil in suitable sealed containers, each of which has a capacity not in excess of fifty-five (55) gallons. The Tenant shall not cause, suffer or permit any aircraft engine to be started in any hangar or on the apron of any hangar on the Premises. Tugs and towing devices may be kept and operated within the Hangar, provided, however, that any fuel required for the operation thereof shall be kept in the storage tank incorporated therein as designed by the Manufacturer thereof. The Tenant shall not, and shall not cause, permit or suffer others to, fuel any aircraft on the Premises. The Tenant shall not, and shall not cause, suffer, or permit any vendor to fuel or other provisions to enter upon the Premises without the prior written consent of the Landlord and of Flight Resources or its successor in interest.

10. REPAIRS AND IMPROVEMENTS:

- A. General Maintenance - The Landlord agrees to operate, maintain and repair the buildings and other improvements constituting the Premises, which excludes the taxiways serving the Premises.
- B. Work For and On Behalf of Tenant - The Tenant shall not make, or authorize, permit, or suffer any third person to make, any alteration, repair or improvement to the Hangar without the prior written consent of the Landlord, which consent shall not be unreasonably conditioned, withheld or delayed. The Tenant will promptly notify the Landlord of any condition in the Hangar requiring repair. The Landlord shall, as soon as may be practicable after notification by the Tenant, make any necessary repair to the roof, siding, or door of the Hangar or to any electrical installation affecting the Hangar. In the event that any repair or replacement is required or advisable, as the result of the negligence of the Tenant, the failure of the Tenant to care for the Premises, any waste committed or suffered by the Tenant, or any breach by the Tenant of this Lease, then the Tenant shall pay to the Landlord as additional rent all costs of any such repair or replacement.
- C. Other Repairs and Improvements - The Landlord may use the roof, ceiling, walls, partitioning, and floors of the Hangar for piping, wiring, conduit, bracing and other fixtures to serve other hangars or other portions of the Premises

provided such use does not unreasonably interfere with Tenant's use. The Landlord shall have free and unrestricted right to access to Hangar at any time, and from time to time, to install, repair, maintain, or remove any such addition or fixture, or for the improvement, repair, removal, or modification of any portion of the Premises, provided, however, in making any such addition, improvement, alteration, or removal the Landlord shall leave the Premises in as good a state of repair as existed prior to the performance of such work, and shall remove all trash and debris resulting from such work. When practicable the Landlord shall give the Tenant notice of the Landlord's intention to exercise its rights under this subparagraph which notice may be by telephone or ordinary first class mail.

11. HEATING, AIR CONDITIONING AND VENTILATING DEVICES: It is expected and agreed that the Landlord may condition such installation upon: the performance at the Tenant's expense of such inquiry as may be appropriate, including, without limitation, a determination by an engineer as to whether adequate power or other resources are available for such use without affecting the use and enjoyment of other portions of the Premises; the bringing to the Hangar at the sole cost and expense of the Tenant such additional power capacity, or other utility or capacity, as may be reasonably required; all utility service to the Hangar being separately metered at the Tenant's expense; and, the Landlord, Freestate, Flight Resources and the Authority being assured that the proposed installation or use will not present any hazard, will be in full compliance with all applicable laws, codes and regulations, and will not contravene any requirement, condition or underwriting criteria of any present or potential insurer of the Premises.

12. TENANT TO KEEP HANGAR AND PREMISES CLEAN AND SAFE:

- A. The Tenant shall at all times keep the Hangar "broom swept clean" and free of all trash and debris. The Landlord shall furnish one (1) fire extinguisher for use in the Hangar. The Tenant shall cause such fire extinguisher, or any replacement thereof, to be present, fully charged, and readily accessible. The Tenant shall not smoke, or authorize, suffer or permit others to smoke, within the Hangar, nor shall the Tenant cause, suffer or permit there to be at any time any open flame of any nature within the Hangar. The Tenant shall not cause, suffer or permit any light, equipment, or appliance to be operated in the Hangar unless the same shall have been previously approved by Underwriter's Laboratories for the use to which the same is to be put. The Tenant shall not cook or prepare any food in the Hangar except by means of a microwave oven

or hot plate which does not involve the use of an open flame. The Tenant shall not cause, suffer or permit any fuel to be drained from an aircraft within the Hangar. The Tenant shall keep all fixtures and equipment furnished by the Landlord present at the Hangar and in good working order.

- B. The Tenant shall cause all trash, refuse and debris generated by or through the use of the Hangar or the Premises by the Tenant or the guests, Licensees or invitees of the Tenant, or those using the Hangar through or under the Tenant, to be promptly removed from the Hangar and from the Premises. The Tenant acknowledges that the Landlord is not required to and will not provide any dumpster or other trash collection facility and that the Tenant will have to either use such dumpster or other collection facility as may be provided by Flight Resources or its successors in interest or remove all trash, refuse and debris from the Premises and the Airpark.

13. USE OF HANGAR DOORS: The Landlord shall provide the Tenant with operating instructions for the door of the Hangar. The Tenant shall not, and shall not authorize, suffer or permit any other person to operate or endeavor to operate the Hangar doors until and unless the Tenant or such other person has received, read, and understood the operating instructions therefor, nor shall the Tenant authorize, suffer or permit any person under the age of sixteen (16) years to endeavor to operate the door of the Hangar. The Tenant shall not endeavor to make any repair upon the door of the Hangar and shall not change, alter, or modify any switch for the operation thereof. The Tenant shall not cause, authorize, suffer or permit the door of the Hangar to be left in an open position except for such time as is necessary to place in or remove aircraft vehicles or equipment or without there being present a person competent to operate the door. The Tenant shall not use, or authorize, suffer or permit the use of the door of the Hangar as a means of lifting or hoisting.

14. RISK OF LOSS: INSURANCE:

- A. Coverage Required - The Tenant shall not, and shall not authorize, suffer or permit any third party to, place within the Hangar or bring upon the Premises any aircraft the hull of which is not fully insured against loss and damage to the full extent of the value of the aircraft both when in motion and when at rest, with "deductibles" of not in excess of One Thousand (\$1,000.00) Dollars with respect to any occurrence, and without there being third party liability insurance in force and effect with respect to said aircraft of not less than Five Hundred Thousand (\$500,000.00) Dollars per person, per occurrence, and in the aggregate with respect to death, bodily injury and property damage. The

Tenant hereby agrees, on behalf of himself, his assignees, subtenants, licensees, guests and invitees, to look only to the proceeds of such insurance coverage as they, or any of them, may have in force for the recovery of any death, personal injury or loss or damage to any aircraft, equipment, or other personal property and the Tenant hereby waives and releases the Landlord from any claim or liability for any such injury, loss or damage arising from Tenant's negligence and agrees to hold the Landlord harmless from and against any such claim or liability or the incurrence of any cost or expense of whatsoever nature, including attorneys' fees, with respect thereto unless due to the negligent acts or omissions of the Landlord. If required to do so by the Authority, Flight Resources or Freestate or the successor in interest to either of them, the Landlord may from time to time by notice increase the minimum limits of insurance specified in this subparagraph so as to cause the same to be consistent with such coverages as may be reasonably appropriate and available or to cause the same to correspond with that liability coverage as may be reasonably appropriate and available or to cause the same to correspond with that liability coverage required to be carried by Freestate under its master lease of the Airpark.

- B. Operation Consistent with Landlord's Coverage - The Tenant will not do, cause, permit, or suffer any activity, act or omission upon or about the Hangar or the Premises which violates the provisions or conditions of any policy insuring the Landlord against loss, damage or liability or which adversely affects the Landlord's rating or premium with respect to any such insurance, or which may prevent the Landlord from procuring any insurance desired by the Landlord from issuers acceptable to the Landlord. A copy of the Landlord's insurance policies shall be available to Tenant upon request.
- C. The Tenant reserves the right to self insure.

15. VACATION FOR PERIODIC REPAIRS, REPLACEMENTS AND IMPROVEMENTS:

- A. The Tenant shall from time to time as requested by the Landlord vacate the Hangar by removing therefrom any aircraft kept therein and such other equipment and personal property as may be reasonably required in order for the

Landlord to perform inspection, maintenance, repairs, or improvements to the Hangar or the Premises. The Landlord shall give the Tenant at least ten (10) days notice of any such requested removal unless a shorter notice period is reasonably required because of the need of an immediate inspection, repair or replacement or because of the existence of an emergency or potential emergency, in which event a shorter notice, or notice by telephone, may be given, and in the event that the Tenant unreasonably fails or refuses to remove any aircraft, equipment or other personal property from the Hangar in accordance with such notice the Landlord may perform such removal at the Tenant's cost, expense and risk, without liability to the Landlord.

- B. In the event the Tenant is required to vacate for more than one (1) day during any twelve (12) consecutive months, there shall be a pro-rata abatement of the rent.

16. RIGHT OF INSPECTION: The Landlord, Flight Resources, Freestate and the operator of the Airpark shall have the right to enter the Hangar at any time to view and inspect the same and to make repairs and replacements, or for the maintenance, protection or preservation of the Hangar, the Premises or the Airpark. In the case of any perceived emergency, the Landlord may, but shall not be required to, enter the Hangar to protect and preserve the Hangar or the Premises and take any such action as may be reasonably required to alleviate said actual or perceived emergency. The Landlord shall have no duty to inspect either the Hangar or any other portion of the Premises, and the Tenant recognized that there is and shall be no person at the Premises charged with the inspection thereof and that the Landlord shall not be required to institute any means of ascertaining any emergency or required repair, except by being informed thereof by the Tenant and other tenants. The Landlord shall have a master key to any exterior lock to the Hangar and the Landlord may provide copies thereof to fixed base operators at the Airpark and maintenance personnel employed by or contracted for by Landlord. The Landlord shall maintain a log of all such keyholders, which log shall be available to the Tenant upon request. The Tenant shall not change any lock on or about the Hangar without the Landlord's consent and the Tenant agrees that such consent may be reasonably withheld, or may be conditioned upon the use of a particular type of lock so as to conform to any master key maintained by the Landlord. In all events the Landlord shall be provided with a key to all exterior locks on the Hangar. In the event of any reasonably perceived emergency, the Landlord, Flight Resources, the operator of the Airpark, or their agents or representatives, or any fixed base operator at the Airpark, may break any lock or otherwise forcibly enter the Hangar.

17. RELETTING AND RELOCATION:

- A. Reletting: The Landlord, upon breach or default by the Tenant, and after notice thereof, or within ninety (90) days next preceding the expiration of the term of this Lease, may enter the Hangar from time to time to show the Hangar to prospective new Lessees. If the Tenant shall abandon the Hangar during the term of this Lease, the Landlord may reenter and show the Hangar, prepare the Hangar for reletting and relet the same. No such action shall be deemed an acceptance by the Landlord of the surrender of the Hangar and shall not relieve the Tenant of any obligation hereunder.
- B. Relocation: The Landlord, upon thirty (30) days' notice to the Tenant, may, at the Landlord's sole cost and expense, relocate the Tenant to another hangar on the Premises; provided, however, that such substitute Hangar shall accommodate an aircraft or at least equal length, width and height as that accommodated by the original Hangar specified herein and shall be equipped with comparable improvements, including tenant made improvements. Such request by Landlord shall be due to reasonable circumstances. In the event of such relocation, the hangar so substituted shall become the Hangar which is the subject of this Lease in lieu and stead of the Hangar designated on the first page of this Lease, and the Tenant shall, as of the time specified by the Landlord for such relocation, have no further right to occupy the original Hangar specified herein. In the event that the Tenant shall occupy more than one Hangar under this Lease, then such right of relocation shall apply both to all such Hangars collectively, and each Hangar severally. There shall be no limitation on the number of times that the Landlord may exercise this right of relocation, provided, however, that after the Tenant is located in a hangar upon which the Landlord's work has been substantially completed, the Tenant shall not be required to so relocate more than once in any twelve (12) month period. In the event that the Tenant shall fail or refuse to timely vacate the Hangar then occupied and relocate in accordance with this paragraph, the same shall be deemed a material breach of this Lease. The costs and expenses to be borne by the Landlord in the event of the relocation of the Tenant pursuant to this subparagraph shall include the performance on the substitute Hangar of all such improvement as may be necessary to bring any substitute Hangar into conformance with the Landlord's work specified herein, and the moving, replacement, or compensation for any additional improvement or fixture made or installed in the original Hangar by the Landlord, or by the Tenant with the

Landlord's prior written approval, all to the extent reasonably required to make the substitute Hangar comparable to the original Hangar specified herein.

18. DAMAGES TO PREMISES, HANGAR AND CONTENTS:

- A. Damage to Hangar: In the event of damage to, or destruction of, the Hangar so as to cause the same to become unusable, the Landlord may, at the Landlord's election, either terminate this Lease or proceed with reasonable diligence to repair the Hangar. In the event that the Landlord shall elect to terminate this Lease, the Landlord shall give the Tenant written notice thereof within ninety (90) days after the occurrence of such casualty, in which event rent shall be prorated to the date of the occurrence of such casualty. In the event that the Landlord shall not so elect to terminate this Lease rent shall abate during such time as the Hangar is not available for use by the Tenant, otherwise there shall be no abatement of rent or other obligations due by the Tenant hereunder and the Landlord shall proceed with reasonable diligence to repair or replace the Hangar. In the event the Landlord shall elect to replace the Hangar without terminating this Lease, such replacement may be of a different style or design than the original Hangar, provided, however, than the replacement Hangar shall accommodate an aircraft of at least equal length, width and height as that accommodated by the original Hangar specified herein and shall be equipped with comparable improvements, including tenant made improvements. In determining whether the Landlord has exercised reasonable diligence in repair or replacing the Hangar, due allowance shall be given for such time as may be required for the adjustment and settlement of insurance claims, and for such other delays as may result from governmental restrictions, controls on construction, strikes, scarcity of labor, materials or equipment and other conditions beyond the control of the Landlord. The Landlord shall not be required to make any repair or replacement with respect to any casualty resulting from any negligent act or omission of the Tenant. Nothing herein shall relieve the Tenant from any liability to the Landlord arising from any negligent act or omission by the Tenant.
- B. Release of Landlord: In addition to the insurance of aircraft required hereunder, the Tenant agrees to keep all other personal property in the Hangar insured against loss, damage, theft, fire, and all other casualty of whatsoever nature to the extent that the Tenant desires to recover the value thereof. Any policy or policies of insurance providing such coverage shall contain, or be

properly endorsed to contain, a waiver of any right of subrogation against the Landlord.

- C. No Bailment: This Lease is for the use and occupancy of space only and in no event shall the Landlord be deemed to have the care, custody, possession, or control of any aircraft or other personal property in any hangar or otherwise located on the Premises.

19. SNOW REMOVAL AND GROUNDS MAINTENANCE: The Tenant recognizes that Flight Resources and its successors have an obligation to the Landlord to cut grass, trim trees and shrubs, and to remove snow from the taxiways serving the Premises, but not from the aprons serving the individual hangars. In the event Flight Resources or its successors fail repeatedly to discharge this responsibility, the Landlord shall take whatever reasonable legal or other action is needed to achieve performance. Repetitive non-performance by Flight Resources and the failure of Landlord to take appropriate action to achieve performance of Flight Resources' obligations, shall be deemed a breach of this lease. The Tenant shall be solely responsible for removing snow and ice from the apron serving the Hangar, and shall further be responsible for doing so in such manner as not to cause any damage to the Hangar or the door of the Hangar and not to place snow or ice on any taxiway or ramp area or in any place which will interfere with the use of other hangars on the Premises or any parking or tie-down area not on the Premises.

20. PREMISES TO BE KEPT CLEAR, CLEAN AND LOCKED: The Tenants shall not cause suffer or permit any aircraft, automobile, other vehicle, baggage, freight, equipment or other property to be left unattended outside the Hangar or in such place as may impede the passage of aircraft, other vehicles or persons. Vehicles of the Tenant and the Tenant's guests and invitees may be parked in the Hangar in place of any aircraft while such aircraft is in use. The Hangar shall be kept closed and locked at all times that the Hangar is not attended by the Tenant or a responsible person acting on behalf of the Tenant. The purpose of this paragraph is, without limitation, to facilitate the passage of aircraft, other vehicles, and persons by and around the Hangar, and to promote and effectuate safety and security by deterring animals and unauthorized persons from entering the Hangar or entering upon the Premises and to avoid attracting children, animals, or thieves, vandals or other trespassers to the Premises. The Tenant shall cause all trash and refuse of the Tenant and its subtenants, licensees, guests and invitees to be taken to and placed in such receptacles or dumpsters as may be provided for such purpose by Flight Resources or any successor operator of the Airpark or to be removed from the Airpark.

21. SURRENDER: At the termination of this Lease, whether the same be by reason of the expiration of the term hereof or otherwise, the Tenant shall surrender and deliver up the Hangar in good condition and repair, "broom swept clean" and undamaged, ordinary wear and tear excepted, and shall remove all the Tenant's personal property from the Hangar forthwith. Upon such termination all fixtures and improvements belonging to the Tenant shall become the sole and exclusive property of the Landlord. Any other personal property not removed prior to such termination shall be deemed to have been abandoned by the Tenant.

22. HOLDING OVER: In the event that the Tenant shall not immediately surrender possession of the Hangar at the expiration or other termination of this Lease, the Tenant shall become a Tenant at sufferance, at the rental in effect immediately prior to expiration or termination. The Tenant shall vacate the hangar upon thirty (30) days notice to the Tenant. In no event shall the Tenant be deemed or construed to be holding over for an additional term. In the event the Tenant shall fail to surrender the possession of the Hangar immediately upon expiration of the term hereof, the Tenant hereby agrees that all of the obligations of the Tenant and all rights of the Landlord applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy. The Tenant further agrees that the Tenant shall be liable to the Landlord for any damages of whatsoever nature which may be suffered by or incurred the Landlord by reason of the Tenants failure to surrender the Hangar upon expiration of other termination of this Lease.

23. REPAIR, ALTERATION AND ADDITION TO PREMISES: The Landlord shall have the right to, from time to time, build additional improvements or make repairs and alterations to the Hangar or upon the Premises and to complete, supplement, and expand any improvement now existing or hereafter erected or created in the Hangar or on the Premises, and to commence and continue said construction or modification to completion provided such work does not unreasonably interfere with Tenants use of the Hangar.

24. SIGNS AND OTHER EXTERIOR DECORATION OR FIXTURES: The Tenant shall not install, or suffer to be installed, any sign, symbol, plaque, or identifier on the exterior of the Hangar or other portion of the Premises and shall not paint or decorate the exterior of the Hangar or any other portion of the Premises in any manner whatsoever, or suffer the same to be done, without the prior written approval of the Landlord. Any sign, symbol, plaque, or other identifier or decoration installed, painted, posted or in any other manner placed upon the Hangar without the prior written approval of the Landlord may be removed and disposed of by the Landlord and the cost of such removal and disposition and any restoration reasonably required shall be charged to and immediately paid by the Tenant as additional

rent. The Tenant acknowledges and agrees that the appearance of the Premises is, and should be, of particular concern to the Landlord; that the Landlord will not routinely grant approval for the erection of signs or decoration.

25. SUBORDINATION, ATTORNMENT AND ESTOPPEL: This Lease shall be subject and subordinate to all present and future mortgages, deeds of trust, and other security interests, now or hereafter encumbering the Landlord's interest in this Lease, the AFC Lease, or the Premises. The Tenant shall from time to time, without additional consideration, execute and deliver such other and further instruments subordinating this Lease to the Lien of any such obligation or encumbrance, or acknowledging the same and the interest represented thereby, in such manner as may be desired by the Landlord or the party secured, or proposed to be secured thereby. The Tenant shall also from time to time at the Landlord's request execute and deliver letters or certificates of estoppel evidencing that this Lease is in force and effect and remains unmodified, or if modified, the nature of the modifications, and that the Landlord is not in breach or violation. The Tenant shall also from time to time at the Landlord's request acknowledge and certify the Tenant's obligation to attorn to any assignee of the Landlord's interest in this Lease upon being directed to do so by the Landlord or any such assignee. The Tenant will endeavor to execute and deliver within fifteen (15) days any instrument requested by the Landlord relating to subordination or attornment or requested estoppel relating to the absence of a default by the Landlord under this Lease, or alternatively the exact nature of any default of the Landlord asserted by the Tenant.

26. RULES AND REGULATIONS: The Authority, Flight Resources, any successor operator of the Airpark, Freestate and the Landlord, or the successor in interest to any of them, may each from time to time adopt, supplement, modify, or rescind such rules and regulations as may be reasonably calculated to further the enjoyment, general well being, safety, care, cleanliness, or appearance of the Airpark or the Premises, or to benefit, attract and accommodate patronage and tenants. Any breach or violation of any said rules or regulations by the Tenant shall constitute a material breach of this Lease. In the case of any rule or regulation promulgated by any entity referred to in the preceding sentence, other than the Landlord, provided the Tenant has received written notice of such rule or regulation, the promulgator of such rule or regulation shall have independent authority to enforce the same, including, without limitation, the right to any equitable remedy and the right to terminate this Lease, and shall be a third party beneficiary hereof for such purpose, and the Landlord shall not be deemed a necessary or indispensable party to any proceeding or controversy with respect to any rule or regulation not promulgated by the Landlord.

In the event there is implemented at the Airpark a gate system or other security system or program which requires a key, card, or other device to control access to the Premises by pedestrians or vehicles, the Landlord shall provide the Tenant with the proper means of such passage as may be in effect from time to time and the Tenant will pay as additional rent, the actual cost of procuring and distributing such cards, keys, or other control devices and the actual cost of replacing any lost cards, keys or devices.

27. INFORMATIONAL FILINGS: The Tenant and its subtenants and assignees, if any, shall maintain on file with the Landlord, the Operator of the Airpark, the Authority and any other interested governmental entity all such information and documentation as may from time to time be reasonably required by the Landlord or be required by Freestate, Flight Resources, the operator of the Airpark, the Authority, any governmental entity, or insurer of the Airpark or the Premises. The same may include, without limitation: information relating to insurance maintained by the Tenant; copies of insurance policies; information relating to the Tenant's use of the Hangar; information relating to any aircraft kept in the Hangar; all information relating to, and copies of, any licenses or permits issued to the Tenant with respect to the Hangar; and, all information relating to any assignment or subletting of the Hangar, including copies of every such assignment or sublease.

28. ASSIGNMENT AND SUBLETTING BY TENANT: During such time as the Tenant is not in default in the payment of rent or in breach of the performance or observance of any other obligation under this Lease, the Tenant may assign or transfer any interest in this Lease or sublet the Hangar with the prior written approval or consent of the Landlord, which approval shall not be unreasonably withheld or delayed. The Landlord acknowledges that such approval is to be liberally granted. Any endeavored assignment or subletting by the Tenant in violation of this paragraph shall be void. In no event shall the Landlord charge any premium, fee or other consideration for the approval of any assignment or subletting by the Tenant. Consent or approval by the Landlord to one or more incidents of assignment or subletting shall not operate as a waiver of the Landlord's rights as to any subsequent assignment or subletting. If the Tenant is a corporation then the transfer of a majority of the shares of any class of the stock of the Tenant in any number of transactions, whether related or unrelated, over any period of time, shall constitute an assignment for the purpose of this paragraph; provided, however, that in the event that the shares of such corporation are listed on an organized securities exchange, then the provisions of this paragraph shall not apply to a transfer of such shares. In the event the Tenant is a partnership, or other unincorporated association then a change of more than fifty (50%) percent of the equity participation in or control of, the Tenant, whether in one transaction or in an accumulation of transactions, related or unrelated, over any period of time, shall constitute an assignment of this Lease.

Notwithstanding any assignment of this Lease or subletting of the Hangar by the Tenant which may be consented to or approved by the Landlord, the Tenant and any guarantor of the Tenant's obligations hereunder shall at all times remain fully responsible and liable for the payment of all rent and additions thereto and other sums herein specified, and for the full compliance with all other obligations imposed upon the Tenant under this Lease.

29. ASSIGNMENT OR TRANSFER BY LANDLORD: In the event of the transfer or assignment by the Landlord of its interest in this Lease or in the Premises, other than a conditional assignment to secure the payment of debt or the performance of any other obligation, the Landlord shall thereby stand as relieved of and released from any further obligation hereunder and the Tenant agrees to look solely to the successor in interest of the Landlord for performance of such obligations except for those obligations which accrued prior to said assignment or transfer for which the successor has not accepted responsibility. Any security given by the Tenant to secure performance of the Tenant's obligations hereunder may be assigned and transferred by the Landlord to such successor in interest and the Landlord shall thereby be discharged from any further obligation relating thereto.

30. ATTORNEY: In the event of a transfer or assignment by the Landlord of its interest in this Lease or in the Premises or in the event of the expiration or other termination of this Lease, the Tenant shall, upon the request of Flight Resources, Freestate or any other successor in interest or assignee of the Landlord, attorn to and recognize the Landlord's successor in interest in place and stead of the Landlord and the Tenant shall thereupon be obligated to such successor in interest in the same manner, and to the same extent and nature, as the Tenant's obligations to the Landlord hereunder.

31. CLOSING OF AIRPARK; EMINENT DOMAIN: In the event of the closing of the Airpark, or in the event that the Airpark, the Premises, the Hangar, or any substantial portion of any of them shall be taken, either temporarily or permanently, for public purposes, or in the event the Landlord shall convey or lease the Premises, or any substantial portion thereof, to any public authority, or the designee of any public authority, in settlement of a threat of condemnation or taking, or the Landlord shall suffer or agree to the termination, relinquishment, or modification of the AFC Lease in settlement of any actual, threatened, or potential condemnation or taking, then, in any such event the Landlord may by notice immediately terminate this Lease whereupon the rent payable by the Tenant hereunder, together with all adjustments and additions thereto, shall be adjusted to the date of such notice or the date specified in such notice, and this Lease shall terminate on said date and the Tenant shall have no claim against the Landlord, Freestate, Flight Resources, the Authority, or any condemnor for any loss, damage or injury as a result of such action and the Tenant

shall not be entitled to any portion of any amount that may be awarded as damages or paid as a result of, or in settlement of, any such proceeding, threat of taking, or termination. The Tenant shall, however, be entitled to a return of a pro-rata portion of the Initial Payment.

32. **NONWAIVER**: No waiver by the Landlord or the Tenant of any default or breach of any covenant, condition, or agreement herein set forth or failure to enforce the same, no matter how often the same occurs, shall operate as a waiver of any subsequent breach of the same or similar nature. The acceptance by the Landlord of rent from Tenant with knowledge of the existence of a default or breach of this Lease by Tenant shall not constitute a waiver by Landlord of such default or breach.

33. **DEFAULT BY TENANT**: In the event of a default or breach by the Tenant of any covenant, condition, agreement, or requirement under the terms and provisions of this Lease, the Landlord shall have the following cumulative remedies in addition to, and not in lieu of, any and all remedies, legal and equitable, which may be accorded to the Landlord at law or in equity, or by any other provision of this Lease:

A. **Termination**: The Landlord may, upon thirty (30) days notice to the Tenant, terminate this Lease and proceed to repossess the Hanger as provided by law in any of the following circumstances:

- (i) The Tenant shall be more than thirty (30) days delinquent in any payment of any rent or other sum of money required hereunder to be paid by the Tenant, which delinquency is not cured within said thirty (30) days notice period, it being the intent that after being thirty (30) days delinquent the Tenant shall have thirty (30) days notice and opportunity to cure;
- (ii) The Tenant shall be in default or breach as to the performance of any covenant, agreement, obligation, or requirement of this Lease, other than the failure to make any payment required hereunder, if such default is not cured within ten (10) days after written notice thereof from the Landlord to the Tenant, provided, however, that in the event that such non-monetary default or breach is of such nature that the same cannot be cured within said ten (10) days period, the Tenant shall have such additional time, not to exceed a total time of thirty (30) days, to cure such default or breach provided that the Tenant shall forthwith commence efforts to effect such cure and pursue the same diligently and with all deliberate speed;

- (iii) The Tenant shall be adjudicated a bankrupt, make a general assignment for the benefit of creditors, or take the benefit of any bankruptcy or insolvency act, or if a receiver or trustee in bankruptcy shall be appointed for Tenant's property.

In the event that the Landlord shall terminate this Lease pursuant to this paragraph, or if the Tenant shall fail to vacate the Hangar upon expiration of this Lease, then, in either such event, the Landlord shall in addition to all other remedies provided by this Lease or at law or in equity, and not in lieu thereof, be entitled to all the remedies specified in Subtitle 4 of Title 8 of the Real Property Article of the Maryland Code and any amendment or replacement thereof, and the Tenant hereby waives any right of stay or adjournment with respect to any such proceeding. In the event of default the Tenant hereby waives and relinquishes any and all right of redemption, including specifically, but without way of limitation, that right of redemption expressed in Section 8-401(e) of the Real Property Article of the Maryland Code, as the same may be from time to time amended or superseded, the liberal cure provisions of clauses (i) and (ii) above being provided in lieu of any right of redemption.

- B. Reletting: In the event that the Landlord shall terminate this Lease as a result of any default or breach by the Tenant, then, notwithstanding the Landlord's reentry, the Tenant shall remain liable for all rent and other obligations under this Lease as fully as if this Lease had not so terminated; provided, however, the Landlord may, but shall not be required to, relet the Premises. In the event of such reletting the Landlord shall credit any and all net proceeds of such reletting to such sums as may be due or become due the Landlord from the Tenant.
- C. Equitable Remedies: The Tenant acknowledges that the Landlord will suffer immediate and irreparable harm and injury, not readily measurable, in the event that the Tenant commits or suffers any act, omission or use of or concerning the Hangar or the Premises in violation of any provision hereof because the same may subject the Landlord to claims and demands by those with senior interests in the Premises and because it is in the great interest of the Landlord to protect and preserve the Premises and the Airpark, which is the subject of much public attention, by causing the **Premises to be a safe orderly and attractive facility for the storage and maintenance of aircraft** and that any unlawful, noxious, improper, noisy or unsightly use or inappropriate conduct by the Tenant with respect to the Hangar or the Premises will subject the Airpark and the Landlord to criticism and disrepute thereby seriously jeopardizing the Landlord's interest. Accordingly, in addition to any other remedy provided herein, and not in lieu thereof, the Landlord shall be entitled, with notice to

Tenant and opportunity to be heard, to have enjoined interlocutorily, and permanently any actual or threatened breach of this Lease by the Tenant. Such right to injunction shall be separate and apart from the Tenant's right to cure non-monetary defaults pursuant to subparagraph (A)(ii) above and the issuance of any injunction against the Tenant shall not affect such rights to cure as the Tenant may have pursuant thereto.

- D. Remedies Cumulative; Interest; Expenses: All remedies of the Landlord shall be cumulative, and no election or acceptance of any remedy shall be deemed a waiver of any other remedy. All awards to the Landlord shall bear prejudgment and post judgement interest at the rate of ten (10%) percent per annum. In addition to all other remedies, the Tenant will pay all attorneys' fees and other expenses incurred by the Landlord in enforcing its rights with respect to any breach or default by the Tenant with respect to any obligation hereunder and the same shall be added to any judgement in favor of the Landlord.

34. DEFAULT BY LANDLORD: If the Landlord or Landlord's assigns shall fail or neglect to keep and perform each and every one of Landlord's covenants, conditions, and agreements as contained herein, and such failure or neglect is not remedied within thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence) after written notice from the Tenant or Tenant's assigns specifying the default, then the Tenant or Tenant's assigns, at Tenant's option, may terminate this Lease and/or pursue any legal remedies available to Tenant under the laws of the State of Maryland.

35. TIME OF ESSENCE: Time is of the essence with respect to all matters relating to this Lease.

36. WAIVER OF JURY TRIAL; VENUE: In the interest of expediency and efficiency, the parties do hereby mutually agree that in the event either party shall make claim or assert any right against the other in any litigation concerning this Lease, the Hangar, the Premises, or any use or activity thereon or thereabout, the Landlord and the Tenant each shall, and do hereby, waive trial by jury in any such proceeding, and agree that the proper venue for any such action which is brought in a state court shall be Montgomery County, Maryland.

37. DISPUTES: Landlord and Tenant agree that any dispute concerning a question of fact arising under this Lease which is not resolved by agreement of the parties shall be decided by the Chief Administrative Officer of Montgomery County, who shall notify the parties in writing of the determination made. The Landlord and Tenant shall be afforded an opportunity to be heard and offer evidence in support of their respective positions. Pending

final decision of a dispute hereunder, Landlord and Tenant shall proceed diligently with the performance of all provisions under this Lease Agreement. The decision of the Chief Administrative Officer shall be final and conclusive. This Paragraph 36 does not preclude consideration of questions of law in connection with the aforesaid decisions.

38. SEVERABILITY: In the event that any provision hereof is determined to be invalid or unenforceable, the same shall not be deemed to affect or impair the validity of the balance hereof and this Lease shall be read and construed as if such invalid or unenforceable provision were not present.

39. GENDER AND NUMBER: Any pronoun which, if read in its natural context, is incorrect as to gender or number shall be read and construed as if the same were in the proper gender and number.

40. GOVERNING LAW: This Lease shall be construed and enforced in accordance with the laws of the State of Maryland.

41. EXECUTION: This Lease shall be deemed an instrument under seal and may be executed in two (2) or more counterparts, each of which shall constitute a duplicate original, but all of which, taken together, shall constitute one and the same instrument.

42. NON-DISCRIMINATION: Landlord agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-3 and Section 27-19 of the Montgomery County Code 1984, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Landlord assures the County that in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference or handicap.

43. NON-APPROPRIATION: Tenant shall have the right to terminate this Lease Agreement at any time in the event that the Montgomery County Council fails to appropriate sufficient necessary funding for the continued operation of the Leased Premises. Tenant shall provide notice of such non-appropriation to Landlord on or before June 1 of any year in which the Council so fails to appropriate sufficient funds.

44. PUBLIC EMPLOYMENT: Landlord understands that unless authorized under Section 11B-46 of 11B-54 of the Montgomery County Code 1984, it is unlawful for any person

transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

45. MAIL NOTICE: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail. Notices to the respective parties shall be addressed as follows:

LANDLORD:

Aviation Facilities Corporation
c/o Peter A. Greenburg
8804 Tallyho Trail
Potomac, Maryland 20854

TENANT:

MONTGOMERY COUNTY GOVERNMENT
Dept. of Facilities and Services
110 N. Washington Street, Room 318
Rockville, Maryland 20850

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed.

WITNESS:
LANDLORD:

AVIATION FACILITIES CORPORATION

By: [Signature]

By: [Signature]

Title: Vice President

Date: Sept 15, 1993

WITNESS:
TENANT:

MONTGOMERY COUNTY, MARYLAND

By: _____

By: [Signature]
Alastair McArthur, Deputy
Chief Administrative Officer

Date: 9/17/93

RECOMMENDED BY:

By: [Signature]
Gloria W. Kratz, Chief
Real Estate Management

Date: 11-2-93

APPROVED AS TO FORM & LEGALITY
OFFICE OF COUNTY ATTORNEY

By: [Signature]

Date: 5/4/93

airpark.lse



BASIC TERMS FOR HANGAR LEASES
Revised March, 1991

	Long Term Lease	Long Term Lease	Month-to-Month Lease
	Minimum 5 years with \$4,000 payment paid in advance or paid out over (3) months without interest charge	Minimum 5 years with \$4,000 payment financed at 12%, any monthly payment schedule acceptable, not to exceed the lease term	\$4000 payment not required**
Center Hangars	\$375	\$395	\$450*
Far End Units (Including end room area, not partitioned)	\$475	\$495	\$550*
End Hangar Nearest Ramp (Not including end room)	\$475	\$495	\$550*
End Hangar Nearest Ramp (including end room area, without separate partitioning of end room)	\$525	\$545	\$600*
End Room Only (facing ramp, separately partitioned)	\$175**	\$175**	N/A

* Month-to-month leases of hangars may be cancelled by tenant at any time on thirty days notice and cannot be cancelled by AFC.

** \$4,000 payment not required on leases of end rooms.
** \$4,000 payment not required on month-to-month leases.

Tenant is required to pay an initial payment of \$4,000 as consideration for a long term lease. 10 year leases include \$2,000 rebate to Tenant at end of initial term. 20 year leases include \$4,000 rebate to Tenant at expiration.